

# **DIR-TSO-3561**

## **Appendix F**

### **Axon Application Programming Interface**

If Axon Application Program Interface (**API**) add-on is on the Quote, this Axon Application Programming Interface applies.

#### **1**     **Definitions.**

**"API Client"** means the software that acts as the interface between the Agency's computer and the server, which is already developed or to be developed by the Agency.

**"API Interface"** means the software (interconnectivity) implemented by the Agency to configure the Agency's independent API Client Software to operate in conjunction with the API Service for the Agency's authorized Use.

**"Evidence.com Partner API, API or AXON API"** (collectively **"API Service"**) means Axon's API which provides a programmatic means to access data in the Agency's Evidence.com account or integrate the Agency's Evidence.com account with other systems.

**"Use"** means any operation on the Agency's data that is enabled by the supported API functionality.

#### **2**     **Purpose and License.**

**2.1.** The Agency may use the API Service, and data made available through the API Service, in connection with an API Client developed by the Agency. Axon may monitor the Agency's use of the API Service to ensure quality, improve Axon products and services, and verify compliance with this Agreement. The Agency agrees to not interfere with such monitoring or obscure from Axon the Agency's use of the API Service. The Agency will not use the API Service for commercial use without Axon's prior written approval. The Agency must purchase API licenses for every Evidence.com user in the Agency, even if the user does not have an Axon body camera.

**2.2.** Axon grants the Agency a non-exclusive, non-transferable, non-sublicensable, worldwide, revocable right and license during the Term of this Agreement to use the API Service, solely for the Agency's Use in connection with the Agency's API Client.

**2.3.** Axon reserves the right to set limitations on Agency's use of the API Service upon 14 days' prior notice, such as a quota on operations, to ensure stability and availability of Axon's API. Axon will use reasonable efforts to accommodate use beyond the designated limits.

#### **3**     **API Configuration.**

**3.1.** The Agency will work independently to configure the Agency's API Client with the API Service for the Agency's applicable Use.

**3.2.** In order to access the API Service, the Agency will be required to provide certain information (such as identification or contact details) as part of the registration process. Any registration information provided to Axon must be accurate. The Agency will inform Axon promptly of any updates. Upon the Agency's successful registration, Axon will provide documentation outlining relevant API Service information.

#### **4**     **Agency's Responsibilities.** When using the API Service, the Agency and its end users may not:

**4.1.** use the API Service in any way other than as expressly permitted under this Agreement;

**4.2.** use in any way that results in, or could result in, any security breach with respect to Axon;

- 4.3. perform an action with the intent of introducing any viruses, worms, defect, Trojan horses, malware, or any items of a destructive nature to Axon Products and Services;
  - 4.4. interfere with, modify, disrupt or disable features or functionality of the API Service or the servers or networks providing the API Service;
  - 4.5. reverse engineer, decompile, disassemble, or translate or attempt to extract the source code from the API Service or any related software;
  - 4.6. create an API Interface that functions substantially the same as the API Service and offer it for use by third parties;
  - 4.7. (i) provide use of the API Service on a service bureau, rental or managed services basis or permit other individuals or entities to create links to the API Service, (ii) "frame" "mirror" the API Service on any other server, or wireless or Internet-based device, or (iii) otherwise make available to a third party, any token, key, password or other login credentials to the API Service; or
  - 4.8. take any action or inaction resulting in illegal, unauthorized or improper purposes.
- 5 **API Content.** All content related to the API Service, other than Agency Content or Agency's API Client content, is considered Axon's API Content, including but not limited to: (i) the design, structure and naming of the API Service fields in all responses and requests; (ii) the resources available within the API Service for which the Agency takes actions on, such as evidence, cases, users, reports, etc.; (iii) the structure of and relationship of the API Service resources; and (iv) the design of the API Service, in any part or as a whole.
- 6 **Prohibitions on API Content.** Neither the Agency nor its end users will use API content returned from the API Interface to:
- 6.1. scrape, build databases, or otherwise create permanent copies of such content, or keep cached copies longer than permitted by the cache header;
  - 6.2. copy, translate, modify, create a derivative work of, sell, lease, lend, convey, distribute, publicly display, or sublicense to any third party;
  - 6.3. misrepresent the source or ownership; or
  - 6.4. remove, alter, or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices).
- 7 **API Updates.** Axon may update or modify the API Service from time to time, to better serve the Agency ("**API Update**"). The Agency is required to implement and use the most current version of the API Service and to make any applicable changes to the Agency's API Client that are required as a result of such API Update. API Updates may adversely affect the manner in which the Agency's API Client access or communicate with the API Service or the API Interface. Each API Client must contain means for the Agency to update the API Client to the most current version of the API Service. Axon will provide support for a one (1) year period following the release of an Update for all depreciated API Service versions.